

SPECIAL STIPULATIONS CONTINUED  
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**LATE PAYMENTS:** Should Tenant fail to pay when due any installment of rent or any other sum payable to Landlord under the terms of this lease then interest at a rate of 10% per annum shall accrue from and after the date on which any sum shall be payable, and such interest together with a late charge of 5% of the amount due shall be paid by Tenant to Landlord at the time of payment of the delinquent sum.

Tenant acknowledges that it has examined and inspected the leased premises and is familiar with the physical condition thereof. Tenant further acknowledges (1) that Landlord has not made and does not hereby make any representations regarding the physical condition of the premises and (2) that there are no warranties either expressed or implied, regarding the condition of the leased premises. Any warranties which may exist are hereby expressly released and waived. Accordingly, Tenant hereby agrees to accept the leased premises in its "as is" condition which shall be deemed to be acknowledged upon execution of this lease. Any physical improvements made by Tenant including but not limited to walls, doors, electrical wiring (including lighting fixtures which have been wired in), breakers, plumbing, doors, heating units, etc, which are attached to the building may not be removed at the end of this lease without express written permission of Landlord. If permission is granted, premises must be returned to a safe useable state, or Tenant will bear responsibility and expenses incurred by Landlord to return space to a safe useable state. Tenant will return the studio to Landlord in a clean state.

As additional rent Tenant shall pay promptly, as and when the same becomes due and payable, all charges, all sewer rents and all charges for electricity, gas heat, hot or chilled water and other utilities supplied the leased premises, and a pro-rata portion of common area utility costs based on a square footage ratio. Tenant agrees to purchase same from Landlord at the applicable rates charged to Landlord by the utility company supplying same to Landlord. Heating or air conditioning systems in place are considered to be in working operation and must be maintained by the tenant in good working order, which may include cleaning, filters changed on a regular basis, etc.

If this studio is on a shared meter, the utility bill will be divided among *leasing* Tenants. This bill may be based on square footage ratios, Landlord's estimation of Tenant use as it relates to others on the same meter, equal division, flat rate, or a combination of these. From time to time this rate may be adjusted, based on Landlord's observation that Tenants use has varied from the expected amount. Charges will also be adjusted for use of electric space heaters, air-conditioning or equipment used by Tenant which draws more power as this appliance/equipment is not a consideration used in factoring the charge as set out in this lease. If a flat rate charge for utilities is established for this lease, the flat rate charge is based on information Tenant has given to Landlord about the nature of Tenant's business. If it appears that Tenants bill runs higher than the average estimated, or that the nature of Tenants business changes, the bill will be adjusted, and an additional amount of utility deposit may be required. At Landlord's option, Landlord may choose at sometime in the future to meter this suite, and the flat rate provision will no longer apply. Tenant may elect to separately meter this space at his own expense, but it must be done by using a licensed electrician that meets the approval of Landlord, and be to code.

Tenant shall bear all responsibility and cost for control and exhaust of any fumes or waste produced by Tenants use of premises. Tenant shall bear all responsibility and cost for control of sound produced by Tenants use of premises. If any complaints are received by Landlord, Tenant will take whatever steps necessary to rectify the problem upon Landlord's request. These steps may include sound proofing or adjusting of Tenants schedule.

Animals in the building are at the discretion of landlord. Tenant will maintain control of animals, both sound and manners. Dogs are to be on leashes when outside of Tenants studio.

All Hall signage presented by and for Tenant or Tenant's studio must be "G" rated, including the hallway marquis placard for this suite.

Tenant is required to maintain in this studio appropriate type and number of fire extinguishers. Type: ABC Dry Chemical Fire Extinguisher

This lease is contingent upon verification and approval of lease application as submitted by Tenant. If Tenants residence address should change during the term of this lease, the new address and home phone number will be given to Landlord within 10 days of the change.

Tenant, if not in default, may seek to expand or relocate within the building to a space made available by a vacancy, however if the alternate location is made available due to a sublet of that space, or is a smaller space, Tenant will remain responsible to sublet his own space unless otherwise agreeable to Landlord.

If Tenant shall at any time be in default hereunder, and Landlord shall deem it necessary to engage attorneys to enforce Landlord's rights hereunder, the determination of such necessity to be in the sole discretion of Landlord, Tenant will reimburse Landlord for the expenses incurred thereby, including but not limited to court costs and attorneys fees.

Rental per month payable in advance on the first day of each month.

All rentals will be paid without deduction of any claim of set off against rentals due.

Months 1-24: \$ \_\_\_\_\_ per month

Option for months 25- 36 \_\_\_\_\_ per month; must be exercised in writing via certified mail not less than ninety days prior to the expiration of the then current lease